

**INFORMATION PERTAINING TO FILING CLAIM FOR DISABILITY RETIREMENT**  
**(Police and Fire Retirement System Ordinance Provisions)**

**SECTION 7. PERMANENT SERVICE-CONNECTED DISABILITY BENEFITS**

Any member who shall, while engaged in the performance of his duties, be permanently injured or disabled, other than as the result of an occupational disease, and upon examination by a physician or physicians appointed by the Board of Trustees, be found to be physically or mentally disabled as a result of such permanent disability or injury so as to render him incapable to perform the duties of the position held by the member at date of disability, shall be entitled to be retired, and the Board of Trustees shall thereupon order his retirement and upon his being retired, he shall be paid an annuity equal to 75% of the salary in effect on the date when salary payments ceased.

The annuity shall be established according to the Charter Ordinance that is in effect at the time salary payments ceased.

Any police or fire officer incurring an occupational disease due to service-connected causes, who upon examination by a physician or physicians appointed by the Board is found by at least two (2) out of three (3) such physicians to be physically or mentally disabled as the direct result and proximate cause of such disease so as to render him incapable to perform the duties of the position held by the member at date of disability, shall be entitled to be retired at an annuity equal to 50% of his salary in effect upon the date when salary payments ceased. The annuity shall be established according to the Charter Ordinance that is in effect at the time salary payments ceased.

The Board of Trustees may, when they deem it advisable, call back for re-examination by a physician, any member retired by reason of permanent disability under the provisions of this Ordinance, and if said examination discloses that said member is then able to perform his duties in said department, he may be returned to service; and if said member, upon request, fails or refuses to return to duty, then all payments from said System shall cease.

The disability benefit shall be recomputed when the member attains age 55. At such time the member attains age 55, the disability benefit shall be recomputed in the same manner as a service retirement annuity, which he would have received had he been continuously in service in the grade occupied at date absence on account of disability began, subject to periodic salary changes in such grade. In such a case, service credit shall be granted during the period of payment of the disability benefit, prior to attainment of age 55, toward the recomputed disability annuity.

**SECTION 8. NON-SERVICE CONNECTED DISABILITY**

Any member having at least seven (7) years of credited service under the age of 55 who becomes totally and permanently disabled due to any cause other than service-connected disability, while an employee of the City, shall be entitled to a non-service connected disability annuity. The annuity shall be equal to 30% of the final average salary plus one percentage point for each year of service above seven (7) years, up to a maximum of 50% of final average salary. The annuity shall be reduced by any amounts received by the member from public funds as salary, or other forms of compensation during disability, exclusive of payments under Federal Social Security.

Non-service connected disability shall be considered total and permanent if it results in some impairment of mind or body due to mental or physical incapacity resulting from external force, violence, or disease that substantially precludes a member from performing with reasonable regularity the substantial and material parts of any gainful work or occupation that he would be competent to perform were it not for the fact that the impairment is founded upon conditions which render it reasonably certain that it will continue indefinitely.

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The annuity shall be payable during continuing disability of the member, but the member shall be subject to periodic medical examinations as herein provided.

Should a member recover from disability and re-enter the service of the City as a police or fire officer, and shall render at least three (3) years of service thereafter, he shall be credited for service retirement annuity purposes with the periods of time during which he shall have received a non-service connected disability annuity; otherwise, such member re-entering service shall not be entitled to service credit for the periods of such disability.

Disability incurred while in military service shall not be considered for benefits under the provisions of this Ordinance.

A non-service connected disability shall begin to accrue upon commencement of disability, provided that if the member is receiving salary, the annuity shall begin to accrue from the date salary has ceased. If written application for the annuity shall not have been filed with the Board prior to the expiration of ninety (90) days from date of disability, the annuity shall begin to accrue from the date application therefor has been filed, but in no event prior to the time when payments to the member on account of salary have ceased.

### SECTION 9. ADMINISTRATION OF DISABILITY ANNUITIES

- (a) The determination of disability from any cause shall be made upon the basis of reports of examinations made by at least two (2) physicians designated by the Board.
- (b) A member receiving service-connected or non-service connected disability annuities shall be required, at the discretion of the Board of Trustees, to submit to an examination at least once each year by a physician or physicians designated by the Board to establish that the member is incapacitated for active service as a police or fire officer and is entitled to continue to receive a disability annuity. The Board may terminate a disability annuity upon evidence that the member is no longer disabled for service. If such termination occurs and the member does not re-enter the service, he shall be entitled to a refund of the excess, if any, of the contributions made by the member, without interest, over the amounts received by the member on the disability annuity.

If medical examination or an investigation made by the Board discloses that the member is engaged in or is able to engage in any gainful occupation resulting in earnings for services rendered in any capacity, payment of the disability annuity shall be reduced to an amount which, when added to his income from such gainful occupation, does not exceed the rate of salary currently being paid for the rank similar to that held by the member at commencement of disability.

- (c) Each member in receipt of a disability annuity shall submit to the Board at least once each year an authenticated copy or duplicate original of the member's complete United States income tax return, being a statement of income from gainful occupation for the preceding twelve (12) months. Any adjustment in annuity payments, as aforesaid, shall be based upon such statement of income.
- (d) Should any member receiving a disability annuity refuse to submit to a medical examination or supply the Board with required statements of income, as hereinabove provided, annuity payments by the System shall be discontinued until compliance with the provisions hereof. Should such refusal continue for one (1) year, all rights of the member to any disability annuity shall be revoked by the Board. Upon finding that a member receiving a disability annuity has deliberately falsified information contained in his statement of income, all rights of the member in any disability annuity shall be revoked by the Board.